

BID DOCUMENT

WESTCHESTER COUNTY DEPARTMENT OF LAW

FOR

SERVICE OF PROCESS

IN ALL FAMILY COURT PROCEEDINGS

BID OPENING DATE: JULY 1, 2026

NOTICE TO BIDDERS

Contract no. LAW1361-Rev

Sealed bids for Service of Process for the Westchester County (“County” or “County of Westchester”), acting by and through its Department of Law (“County Attorney” or “County Attorney’s Office”), and the Westchester County Office of Child Support Services (“OCSS”), Support Collection Unit, in all Westchester County Family Court Proceedings will be received by the County’s Board of Acquisition and Contract in Room 104 of the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, until 11:00 A.M. **July 1, 2026**, and immediately thereafter the bids will be publicly opened and read aloud in Room 527 of said building. The bid opening will also be made accessible to the public via the livestreaming service WebEx. The livestreaming of the bid opening via WebEx is in addition to and not in place of the publicly bid opening to be held in Room 527 of the Michaelian Office Building. For additional bidding information or questions, please call (914) 995-2274. The Information for Bidders with a detailed scope of services for the service of process for all Westchester County Family Court Proceedings, is provided in Schedule “A” attached hereto and made a part hereof.

Instructions for livestreaming via WebEx or Telephone: Attendees may join by computer browser at <https://westchestergov.webex.com/meet/bac-bidopening> or by phone 1-415-655-0001 US Toll or 1-844-621-3956 US Toll Free. The Access Code is 614 981 028.

THE BID DOCUMENTS (i.e. specifications/contract) with authorized Proposal Pages MUST BE OBTAINED FROM THE EMPIRE STATE PURCHASING GROUP WEBSITE AT THE FOLLOWING WEB ADDRESS: <http://www.bidnetdirect.com/new-york>. There is no cost to the bidder for this service. Bid documents will be available after 5:00 p.m. on the advertising date of June 17, 2026. All documents required to bid this Contract are contained on the Empire State Bid System website.

PLEASE TAKE NOTICE: IN ORDER TO SUBMIT A BID, BIDDERS MUST REGISTER AND DOWNLOAD THE BID DOCUMENTS FROM THE EMPIRE STATE PURCHASING GROUP (“ESPG”) WEBSITE AND MUST REGISTER USING THE NAME OF THE PERSON OR BUSINESS ENTITY THAT WILL BE SUBMITTING THE BID. IN ORDER TO ENSURE THAT COUNTY BID DOCUMENTS HAVE NOT BEEN ALTERED IN ANY WAY, THE COUNTY WILL NOT ACCEPT BIDS FROM PERSONS OR BUSINESS ENTITIES THAT HAVE NOT FOLLOWED THIS REQUIREMENT.

Bidders should, before submitting a bid, thoroughly examine the proposed non-exclusive Agreement, which is attached hereto as Schedule “J” and made a part hereof, which sets forth the character, quality and quantity of work to be done and services to be provided by the Contractor.

ADDENDA TO THE BID DOCUMENTS, if any, will be published on the ESPG website. It is the responsibility of each potential bidder to check the ESPG website on a regular basis for further information relative to the bid documents including information relating to any and all addenda prior to submitting its bid. All bidders are deemed to have reviewed and considered all addenda in their bid.

Each bidder is required to submit its bid proposal together with bid security in the form of a certified check in the amount of Five Hundred (\$500.00) Dollars, made payable to the County of Westchester. The bid security must be attached to the outside of the sealed bid. Failure to submit in this manner may cause the bid to be rejected. **The successful bidder (“successful bidder” or “Contractor”) will be required to provide a performance security in the amount of One Thousand (\$1,000) Dollars.**

The County of Westchester (“County”) reserves the right to waive any informalities of the bids, or to reject any or all bids. No bidder may withdraw his or her bid within sixty (60) days after the actual date of opening thereof.

Pursuant to Chapter 308 of the Laws of Westchester County, it is the goal of the County to encourage, promote, and increase meaningful and significant participation by business enterprises owned by persons of color or women -- Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) in contracts and projects funded by the County. In addition, the County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans.

REMINDER: All required licenses and proof of insurance coverages outlined in the following “Information for Bidders” must be submitted with the Bid.

**COUNTY OF WESTCHESTER
DEPARTMENT OF LAW**

By: John M. Nonna
County Attorney

Dated: June 17, 2026
White Plains, New York

SCHEDULE “A”
INFORMATION FOR BIDDERS

Bidders should, before submitting a bid, examine the annexed form of agreement (“Agreement”), attached herewith as Schedule “J” and made a part hereof, and understand its contents. The proposed non-exclusive agreement sets forth the character, quality and quantity of work to be done, services to be rendered and materials to be provided by the Contractor. Please take notice that the Agreement is subject to the approval of the New York State Office of Temporary and Disability Assistance, Division of Child Support Services (“DCSS”), prior to execution.

The County of Westchester (hereinafter the “County”) shall award contract(s), if at all, to either the lowest responsible bidder submitting the lowest total dollar value for the estimated yearly number of services or in the alternative, the County reserves the right to award separate contracts to the lowest responsible bidder(s) submitting the lowest subtotal dollar value on Schedule “B” Bid Sheet, Page 2, and Bid Sheet, page 3, or the lowest responsible bidder submitting the lowest total dollar value in each individual zone, when it deems it in its best interest to do so. The successful bidder(s) shall, within five (5) days after notice from the County that they are the successful bidder(s), execute, acknowledge and deliver, in triplicate, to the County, the Agreement in substantially the form annexed as Schedule “J.” The five-year Agreement shall commence on August 1, 2026 and terminate on July 31, 2031, unless sooner terminated as herein provided.

No bid will be received and considered unless accompanied by a certified check made payable to the order of the County in the sum of Five Hundred (\$500.00) Dollars. All such deposits will be returned within thirty (30) days after bids are opened, except those which the County elects to hold until the award is made and a bidder executes the Agreement. If a bidder to whom the award shall be made fails to execute the Agreement after notice of award of Agreement, the amount of such deposit made by said bidder will be retained by the County as liquidated damages for such default. Upon execution of the Agreement or sixty (60) days after bids are opened, whichever is sooner, all deposits still held by the County shall be returned to the bidders.

As security for the faithful performance of the Agreement, the successful bidder(s) will be required to submit a certified check made payable to the County of Westchester in the amount of Five Hundred Dollars (\$500.00) to be held by the County during the term of the Agreement which is to be returned by the County to the successful bidder within thirty (30) days after faithful performance of the Agreement by same (along with original bid security check of \$500, totaling \$1,000 in security). The successful bidder(s) shall also be required to submit proof of insurance in a form acceptable to the County in accordance with the Standard Insurance Provisions annexed to the Agreement as Contract Schedule "D." **All bidders shall be required to have a minimum of five (5) years of experience in process serving in volumes similar to that required by the County and the OCSS herein.**

When submitting the bid, each bidder will be required to complete and submit the following:

1. Bid Sheet, Schedule "B"
2. Bidder's Acknowledgment
3. Non-Collusive Bidding Certificate, Schedule "C"
4. Bidder's Acknowledgment Regarding the Confidentiality of Child Support Information, Schedule "D"
5. Affirmative Action Statement, Schedule "E"
6. Minority/Women Owned Business Enterprise Questionnaire, Schedule "F"
7. Disclosure of County Relationships Form, Schedule "G"
8. Business Enterprises Owned and Controlled by Service Disabled Veterans, Schedule "H"
9. Certified Check of bidder payable to the County of Westchester in the amount of \$500.00, as bid security.
10. Proposed Affidavit of Personal Service and/or Attempted Service, if any, requiring approval of County.
11. A list of five (5) references to be attached by Bidder.
12. Required licenses and proof of insurance coverages outlined in the Agreement, Contract Schedule "D."

Purpose:

To solicit bids for service of process in all Family Court proceedings, including paternity and child support (including public assistance and non-public assistance cases), abuse, neglect, guardianship, juvenile delinquency and certain Surrogate and Supreme Court proceedings.

Quantity and Location:

It is anticipated that service of process will be required approximately 250 times per month for paternity and child support matters, and approximately 250 times per month for all other Family Court and certain Surrogate and Supreme Court matters. The primary location of service will be in Westchester County, but service areas shall also include all counties in New York City, as well as Rockland, Putnam, Dutchess, Orange, Nassau and Suffolk Counties. While the Agreement is a non-exclusive agreement, the successful bidder will be obligated (except for out of state service) to accept all process submitted to it by the County and the OCSS for either regular or expedited service. **The Contractor shall be required to maintain an office within seventy-five (75) miles of White Plains, New York. In addition, Contractor MUST be able to travel from their main office to White Plains within one (1) hour.**

Nature of Service:

The Contractor shall serve papers, including but not limited to, petitions and summonses, subpoenas, and motions in Family Court and certain Surrogate and Supreme Court cases. Service shall be in the manner prescribed by the New York Family Court Act, Social Services Law, and Civil Practice Law and Rules, as applicable. **All service shall be Personal Service unless otherwise specified herein.** The Contractor shall be familiar with the relevant sections of the law regarding service of process in Family Court or certain Surrogate or Supreme Court proceedings and shall be responsible for keeping abreast of any changes in the law regarding service of process. Any clarification or interpretation of statutory provisions relevant herein shall be provided by the County Attorney's Office.

OBLIGATIONS OF CONTRACTOR, COUNTY AND OCSS:

1. The Contractor shall ensure that a sufficient number of licensed process servers are available to provide services under the Agreement, regardless of whether such licensed process servers are employees or subcontractors of the Contractor. The Contractor shall ensure that an employee is available to answer telephone calls and conduct business as required under the Agreement during normal business hours, Monday through Friday excluding official holidays as hereinafter defined. In the event Contractor's office closes early, Contractor must provide four (4) hours' prior notice to the County, except in the event of early closure due to inclement weather. The Contractor shall maintain an office fax number and cell phone or pager number and shall provide these numbers to the County Attorney's Office and OCSS.

2. Unless applicable court rules require a specific method of delivery, the County may require, at its sole discretion, that papers to be served be picked up by the Contractor at the offices of the County Attorney at 148 Martine Avenue, White Plains, New York, in Room 700, at 4:00 p.m. on a daily basis and also at the OCSS facility located at 100 East First Street, Mount Vernon, New York (5th Floor) by 3 p.m. on a daily basis, or, in the alternative, that such papers be accessed and accepted by the Contractor via secure electronic email system, using encrypted and/or password protected technology. The Contractor shall be equipped to access, send and share encrypted and/or password protected electronic mail and attachments, including PDF. Files, enclosing the papers to be served, and shall print, organize and upload such papers, in an accurate, complete and orderly manner. The County Attorney's Office and OCSS may provide Contractor with the appropriate account information/facsimile/email addresses/passwords for each person in each office, as well as each court location that will be working directly with the County Attorney's Office and/or OCSS's personnel, in order to access, share or send County documents securely. Notwithstanding the foregoing to the contrary, regardless of the method of delivery selected by the County at any time during the term of the Agreement, the Contractor must calculate the proposed rates for Schedule "B" based upon the services and the costs and expenses related to in-person pick up and return of papers at the County Attorney's Office or OCSS, and the County shall be billed at such service rates for such in-person delivery method as listed in Schedule "B".

3. Unless applicable court rules require a specific method of delivery, the County may require, at its sole discretion, that Contractor return either by hand-delivery or secure electronic means, using encrypted and/or password protected technology, copies of the Affidavits of Service or Attempted Service of summonses and petitions, including copies of the corresponding summonses and petitions attached to said affidavits and the instruction coversheets and/or information for service provided via electronic transmittal, to the specific County Department from where the papers were originally picked up or transmitted from (either the County Attorney's Office or OCSS), as soon as service is completed. Upon delivery, said Affidavits shall be date-stamped or electronically acknowledged in writing by the County Attorney's Office and OCSS. Contractor shall adhere, without deviation, to the instructions in the coversheet and/or information for service provided via electronic transmittal.

4. The Contractor shall submit the original affidavit of service and corresponding summons and petition to the County Attorney's Office and the OCSS as appropriate. The Contractor shall retain a copy of each affidavit for the duration of the contract period.

5. For all **Child Support and Paternity matters**, affidavits, including affidavits of service or affidavits of attempted service, must be delivered to the County Attorney's Office and OCSS at least five (5) business days prior to the return date specified in the summons, and which calculation does not include the court hearing date. If hand delivery is impossible prior to the court date, the affidavit must be sent via facsimile and/or email where appropriate, either to the County Attorney's Office or OCSS, no later than 8:00 a.m. on the date required by this paragraph, with the original to be hand-delivered no later than 4:00 p.m. to the appropriate office on the following business day. The County Attorney's Office and OCSS will provide Contractor with the appropriate facsimile/email addresses for each person in each office, as well as each court location.

6. For all **Juvenile Delinquency, Child Abuse and Neglect, Guardianship, Termination of Parental Rights, and certain Surrogate and Supreme Court matters**, affidavits must be delivered to the County Attorney's Office no later than 4:00 p.m. on a business day, prior to the court hearing date specified in the summons.

7. For all matters, other than Child Support and Paternity matters, if hand delivery is impossible prior to the court date, the Affidavit of Service must be sent via facsimile or email to

the Court and the County Attorney's Office no later than 8:00 a.m. on the court return date, with the original to be hand-delivered no later than 4:00 p.m. on the court return date.

8. INTENTIONALLY OMITTED.

9. Upon demand at any time by the County Attorney's Office or OCSS, the Contractor shall provide a copy of the requested affidavit and any additional documentation pertaining to the service or attempted service of process. The Contractor shall retain written documentation (and must also provide an electronic record of service or equivalent) describing each service in sufficient detail to aid in court testimony as may be required under no. 35 below and such documentation shall be produced upon demand by the County Attorney's Office and OCSS.

10. All service of process shall be made in accordance with the relevant sections of the Family Court Act, Social Services Law, and/or Civil Practice Law and Rules where applicable, unless otherwise directed by Court Order, the Family Court Bureau or OCSS.

11. Service of Process in **CHILD SUPPORT AND PATERNITY MATTERS** shall be made in accordance with **Family Court Act sections 525 and 427, as well as Civil Practice Law and Rules section 308**. Accordingly, service of process shall be made at least eight (8) days prior to the court hearing date and time specified in the summons, and for calculation purposes, shall not include the court hearing date.

12. Service of Process in **JUVENILE DELINQUENCY MATTERS** shall be made in accordance with the provisions of **Family Court Act section 312.1**. Accordingly, service of process shall be made to the **person summoned**, unless otherwise directed by Court Order or the Family Court Bureau, at least twenty-four (24) hours prior to the court hearing date and the time specified in the summons, and for calculation purposes, shall not include the court hearing date.

13. Service of process in **CHILD ABUSE AND NEGLECT MATTERS** shall be made in accordance with the provisions of the **Family Court Act section 1036**. Accordingly, service of process shall be made to the **person summoned**, unless otherwise directed by Court Order or the Family Court Bureau, at least twenty-four (24) hours prior to the court hearing date and the time specified in the summons, and for calculation purposes, shall not include the court hearing date.

14. Service of process in all **GUARDIANSHIP AND TERMINATION OF PARENTAL RIGHTS MATTERS** shall be made in accordance with the provisions of **Family Court Act section 617**. Accordingly, service of process shall be made to the **person summoned**, unless otherwise directed by Court Order of the Family Court Bureau, at least twenty (20) days prior to the court hearing date and time specified in the summons, and for calculation purposes, shall not include the court hearing date.

15. Service of process in all **SURROGATE COURT MATTERS** shall be made in accordance with the provisions of **Surrogate's Court Procedures Act Sections 1753(1) and 1753(2)**. Note: Upon the filing of a petition for the appointment of a guardian for a person who is intellectually or developmentally disabled, service of process shall be made, and notice of such petition shall be served by certified mail upon the persons specified, all in accordance with the aforementioned statute.

16. Service of Orders to Show Cause must be made as soon as practicable, but no later than the date and time specified in the Court Order.

17. Service of process of all other legal papers, such as judicial subpoenas, subpoenas duces tecum, or administrative subpoenas shall be served as prescribed by law, and pursuant to section 2303 of the Civil Practice Laws and Rules, and as soon as practicable, but not later than twenty-four (24) hours prior to the court hearing date and time. Unless otherwise directed, Temporary Orders of Protection and Orders of Protection shall be served within twenty-four (24) hours and billed at the regular service rates listed in Schedule "B." Subpoenas for records shall be served as soon as practicable to allow time for production of records prior to appearance date.

18. All service of process must conform to the Family Court Act, Surrogate's Court Act and the Civil Practice Rules and Laws, court order and instructions from the County Attorney's Office and OCSS where appropriate.

19. Notwithstanding the return date in the summons or the statutory time frames for service set forth above, the Contractor shall be required to serve all papers within one (1) week after Contractor personally picks up or receives the papers via electronic means from the County Attorney's Office or OCSS ("County Service Time Frame Requirements"). In the event of a non-

service, Contractor shall be required to immediately submit an electronic affidavit of attempted personal service. Exceptions to the statutory or the County time frames shall be on a case-by-case basis as determined by the County Attorney's Office or the OCSS. ***The County of Westchester shall not be obligated to pay for any service of process unless delivered in compliance with the County Service Time Frame Requirements.***

20. Expedited service ("Expedited Service") shall be defined as instances where the Contractor is provided with service papers from the County Attorney's Office and the OCSS and has only forty-eight (48) hours from the time the County makes the documents available to the time for service of said documents, and still be in compliance with the corresponding statutory time frames for service of process. For the purposes of Expedited Service only, Saturdays are to be included in the definition of "days."

21. In cases where the terms of the Family Court Act, Social Services Law, Civil Practice Law and Rules, Surrogate's Court Procedures Act, Court Orders, or the Agreement are not complied with, service shall be considered incomplete and the County and OCSS shall not be liable for payment therefore.

22. The simultaneous service of numerous documents on the same person at one place shall constitute one service of process and the Contractor shall be entitled to charge only one Service Fee for such work.

23. In the event the Contractor has more than one document to serve at the same location, the Contractor is obligated to consolidate the documents and serve them together when possible.

24. In the event the Contractor serves more than one individual at the same apartment building or complex, and at different apartments on the same date, the Contractor will bill the County or OCSS at the previously established rate as determined by Schedule "B" of the Agreement, for the first (1st) individual served. The Contractor will then bill the County at the rate of one-half (1/2) of the previously established rate as determined by Schedule "B" of the Agreement for the second (2nd) individual served, with such amount to be adjusted by the applicable percentage for attempted service, substituted service, expedited service or nonexistent address as specified in Schedule "B" of the Agreement.

25. Papers must be served on the individual sought to be served. If service on such individual cannot be made, Contractor must proceed with due diligence in attempting to effect service of process on said individual.

26. In the case of service at a RESIDENCE, due diligence requires the process server to make a reasonable number of attempts, which means at least three (3) attempts at service, on three (3) separate days, and at three (3) different times, one day which must be on a Saturday between the hours of 9:00 a.m. and 8:00 p.m., and the other two (2) days, between Monday through Friday, during the morning (before 12:00 p.m.) or evening (after 6:00 p.m.). Following three failed attempts at service, no further attempts shall be made, except as directed by the County Attorney's Office.

27. If more than one party that must be served reside in the same household as evidenced by a review of the addresses of each party listed on the Petition, and on the summons, service by means other than to the individual summoned, is not acceptable service, unless authorized by the Court or by the County or OCSS. In cases (excluding incorrect addresses supplied by Nonexistent Address cases) where service at a residence or place of employment cannot be effectuated and such determination is based upon information acquired through due diligence, such effort shall be billed at the applicable Attempted Service rate.

28. Diligent care shall be taken by the Contractor and his/her employees to ascertain that the person to whom a copy of the paper is being delivered, if other than respondent, is of suitable age and discretion. The Contractor shall make reasonable inquiry of said individual as to his/her name, age, and relation to the respondent. The Contractor shall state the same in the Affidavit of Service.

29. In the case of service at a PLACE OF EMPLOYMENT, due diligence requires the process server to make a reasonable number of attempts, but no less than three (3) attempts at service on three (3) separate days, and at three (3) different times, during business hours of the specified place of employment, as well as conduct reasonable inquiry as to respondent's position and hours of employment. Following three (3) failed attempts at service, no further attempts shall be made except as directed by the County Attorney's Office. Any such further attempts shall be in conformance with the substituted service provisions as stated by the County Attorney's Office. In such cases, the service shall be billed at the applicable Substituted Service Rate.

30. Affidavits shall be required for all papers for which service is sought whether or not service of process is effectuated.

31. The form for affidavit of personal service by delivery to the person and by delivery to a person of suitable age and discretion followed by mail is annexed as Contract Attachment "1."

32. The form affidavit of attempted service is annexed hereto as Contract Attachment "2." Forms substantially similar to the forms annexed hereto may be used by the Contractor only if the proposed form is submitted for review and approved by the County Attorney's Office and OCSS. Affidavits submitted by Contractor on a form not previously approved by the County Attorney's Office or the OCSS will not be approved for payment.

33. Addresses are supplied without guarantee as to accuracy. Accordingly, prior to attempting service, reasonable and diligent efforts by the Contractor shall be made to ascertain and/or confirm the correct residential and business address of the individual. Such efforts shall include but not be limited to: comparing the address on the summons with the address on the petition; verifying the existence of the address in a reverse address look-up; inquiring with a minimum of two (2) people at the respondent's residence or place of employment, and whose names and addresses must be listed on the affidavit of service or attempted service, and inquiring with the landlord or superintendent at the respondent's residence, and asking questions regarding usual hours at the residence or place of employment, and the location of the actual place of employment, etc. Any and all such information obtained must be listed on the Affidavit of Service or Attempted Service. In the event an individual refuses to provide his/her name, the process server must note in writing that the individual refused to provide his/her name and how the process server attempted to ascertain the identity of the individual.

34. Should the address prove to be nonexistent (i.e. no such street or no such number) or the County provides an incorrect address, the Contractor shall only be paid at the rate listed for nonexistent service on the Bid Sheet, whether or not service was attempted in the field.

35. The Contractor shall appear and testify for Court Hearings, including but not limited to Traverse Hearings, as required by the Family Court, the Surrogate or Supreme Court, the

Westchester County Attorney's Office or OCSS. The Contractor shall maintain field notes for each service as required under no. 9 above.

36. All travel expenses incurred by the Contractor, such as mileage and tolls, shall be borne by the Contractor and are included in the price fixed for service and for hearing.

37. All service of process fees mandated by the New York Civil Practice Law and Rules to effectuate service of process (e.g. witness fees, hospital record fees) shall be paid by the Contractor and reimbursement sought from the County of Westchester by including the expenditure with the bill for service, as set forth in the Agreement, unless said fees have been provided to Process Server in advance by the County.

38. Itemized invoices for payment for services rendered shall be submitted on a bi-weekly basis to the County Attorney's Office and OCSS where appropriate, and include copies of the corresponding affidavit of service or attempted service, and shall be submitted as set forth in the Agreement.

39. Contractor shall submit itemized invoices for payment of service in a form approved by the County and as set forth in the Agreement.

40. Payment voucher forms must be typewritten and submitted by the Contractor to the County Attorney's Office and OCSS where appropriate, for payment in accordance with Paragraph SECOND of the Agreement, which is attached hereto as Schedule "J."

41. The payment voucher shall state the case name, docket number, date received by Contractor, type of document served, court hearing date, date of service, zone, type of service, (ex. Expedited, attempted etc.) service price and service fee(s), if any, for all services provided.

42. Invoices may include service on more than one case provided the cases are properly identified and each bill represents one type of proceeding and one court location, and court date, and items of service must be chronologically listed according to time of service.

43. The County Attorney's Office and the OCSS shall endeavor to complete their review of Contractor's invoices within forty-five (45) days prior to submitting approval for payment.

44. Should the County, OCSS or Court reject an Affidavit of Service after payment has been made, the County and OCSS shall have the right to reduce its next monthly payment by the amount previously paid for the rejected service.

45. When serving a facility which requires a fee for service, such as a hospital, the Contractor shall obtain a receipt from the facility indicating the amount tendered to it and attach the receipt to the Affidavit of Service.

46. **Time is of the essence** in all respects of this Agreement. The Contractor shall strictly adhere to all terms and conditions of the Agreement including, but not limited to, all time limit requirements regarding service. The County and OCSS shall be under no obligation for payment for services not rendered in a timely fashion.

47. The Contractor shall be responsible for the conduct of its personnel. Should any process server not be able to perform his/her duties in a manner in accordance with the purpose, intent and meaning of this Agreement, and should the County Attorney, OCSS, or his/her duly authorized representatives bring this to the attention of the Contractor, it is expected that the Contractor will act promptly to resolve the situation. The County Attorney and OCSS shall have the right to request the removal of any personnel or designated agents of the Contractor performing services pursuant to this Agreement and such request shall be honored by the Contractor forthwith.

48. The County's and OCSS's copiers, fax numbers, phones, office supplies, etc. will NOT be available for use by the Contractor unless expressly authorized by the County Attorney's Office and/or OCSS.

49. The Contractor shall provide two (2) sets of pricing on the Bid Sheet: on Bid Sheet, page 2, pricing for Paternity and Support Matters and on Bid Sheet, page 3, pricing for all other Family Court matters, excluding Paternity and Support Matters. For services other than Regular Services, the successful Contractor shall be paid a percentage of the Regular Rate based on the type of service; i.e. expedited, attempted or substituted, as set forth in Schedule "B."

50. Confidentiality: Contractor agrees to maintain the confidentiality of all OCSS, County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or may exist at any time during the term of this Contract. All

such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees. The Contractor must secure the confidentiality and integrity of all County's documents and information. No information concerning parties or persons named in such documents will be released except upon the written approval of the County or as necessary in the performance of Contractor's duties and as necessary to effect service. The Contractor shall notify the County in writing immediately upon receipt of any demand (e.g., court order, subpoena, litigation holds, Freedom of Information, or discovery demands in litigation, etc.) which seeks disclosure of said information and data. No copies of aforesaid information and data, whether paper, disc, computer or other electronic format, will be retained without the County's consent. The Contractor shall completely purge all information and data from all data storage components of the Contractor's computer facility and equipment and no output will be retained by the Contractor at the time the work is completed. The Contractor shall certify in writing that these actions have been completed within thirty (30) days of the termination or expiration of this Agreement or within seven (7) days of a request from the County. At a minimum, destruction of information and data activities are to be performed in accordance with the standards set by the Enterprise Information Security Office of the State of New York.

In addition, incidents involving the unauthorized access or disclosure of information or data in any applications, systems, networks and/or databases generally must be immediately reported to the County, but in no event more than one (1) business day following the Contractor's becoming aware of the allegation or suspicion of a security incident. In the event the security incident involves the unauthorized access to federal information (as defined in Schedule "D"), such reporting shall be made within one (1) hour if the security incident involves the unauthorized access to federal information. The Contractor shall comply with the additional terms applicable to child support services as set forth in the Agreement, Contract Schedule "C."

Additional Information

1. All references to "days" herein shall be construed to refer to "business days" (Monday through Friday), except legal holidays or otherwise identified as such by the County.

2. All papers to be returned on the day before a government holiday (see holiday list attached hereto as Schedule "I" and made a part hereof) are required to be returned to the County Attorney's Office or OCSS by 12:00 p.m. on the business day prior to the government holiday.

3. Substituted Service shall include all court ordered substituted service or as directed by the County and such service shall be billed at the applicable Substituted Service rate.

4. **THIS REQUIREMENT WILL APPLY TO THE SUCCESSFUL BIDDER ONLY. It is not necessary to complete the forms described below at the time of bidding.** CRIMINAL BACKGROUND DISCLOSURE. PLEASE TAKE NOTICE that pursuant to Executive Order No. 1-2008, the County shall have the right to bar any contractor, consultant, licensee or lessee of County owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said contractor, consultant, licensee or lessee who is at least sixteen (16) years old, including but not limited to subconsultants, subcontractors, sub lessees or sub licensees or any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property from providing work or services to the County or from being on County property if any of the above mentioned persons has either one of the following: (a) A conviction of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State); (b) A pending criminal proceeding for a crime(s) as defined above; or (c) A refusal to answer such questions; where the following criteria apply: (a) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and (b) If any of the persons providing work or services to the County, in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

Bidders that are awarded a contract shall be required to submit a Certification Form and any additional applicable criminal disclosure forms as required under the Agreement, attached hereto as Schedule "J." Notwithstanding the above, a Bidder may qualify for an exemption from

Executive Order 1-2008 if: (i) the County has already conducted a background check and issued a security clearance that is in full force and effect for those persons; or (ii) if another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of the Agreement that is sought by this Bid and the same is in full force and effect.

[NO FURTHER TEXT]

S:\Contract\CURTIN\GNO\Process Server Bid\2026\BID DOCUMENT FOR PROCESS SERVERS. sjc.06.10.2026.doc

TO BE COMPLETED AND SUBMITTED WITH BID (if applicable)

BIDDER ACKNOWLEDGMENT

(Corporation)

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2026, before me personally came
_____ to me known, and known to me to be the
_____ of _____,
the corporation described in and which executed the within instrument, who being by me duly sworn
did depose and say that he/she, the said _____ resides at
_____ and that
he/she is _____ of said corporation and that he/she signed his/her
name thereto by like order.

Notary Public

FAMILY COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

DOCKET NO.:

IN THE MATTER OF:

F/U NO.:

AFFIDAVIT OF PERSONAL SERVICE

STATE OF)
COUNTY OF) SS:

I, being duly sworn, depose and say:
I am not a party herein. I am over 18 years of age. I reside in the State of New York.

On 202__ at : .M at
I served the within Order to Show Cause Subpoena Subpoena Duces Tecum Summons Petition
Order of Protection other
on respondent witness other
hereinafter referred to as the recipient therein named.

[INDIVIDUAL] by delivering a true copy of each document checked off above to said recipient in person. I knew the person so served to be the person described as said recipient therein.

[AGENCY/BUSINESS ENTITY/CORPORATION] by delivering thereat a true copy of each document checked off above to (name), (title), whom I knew to be an authorized person designated by said agency/entity/corporation to accept service of process and said agency/entity/corporation so served to be the same described as said recipient therein.

[SUITABLE AGE PERSON] by delivering a true copy of each document checked off above to (name) (relation/status), a person of suitable age and discretion who verified that person sought to be served at said location was said recipient's dwelling house usual place of abode actual place of business within the state of New York.

[AFFIXING TO DOOR Etc.] by affixing a copy of each document checked off above on to the door of said premises which is recipient's dwelling house usual place of abode actual place of business within the state of New York. I was unable, with due diligence to find the recipient or a person of suitable age and discretion thereat to effectuate service of process.

[MAILING] I verified with (identify) that the recipient lived worked at the premises. I caused a copy of each document checked off above to be enclosed in a post- paid sealed envelope properly addressed to the recipient to recipient's last known address at and mailed by First Class U.S. mail on - 202.... by depositing the same in an official depository under the exclusive care and custody of the U.S. postal service in the state of New York.

[DESCRIPTION]

Table with columns: SEX, SKIN COLOR, HAIR, YEARS OF AGE, HEIGHT, WEIGHT. Includes checkboxes for various attributes like Male/Female, White/Black/Brown/Yellow/Brown/Red, Black/Brown/Blonde/Grey/Red, Balding/Mustache/Beard/Glasses, 14-20/21-35/36-50/51-65/Over 65, Under 5'/5'1"-5'3"/5'4"-5'8"/5'9"-6'/Over 6', Under 100lbs/101-130lbs/131-160lbs/161-200lbs/Over 200lbs.

- [WITNESS FEE] I tendered to the recipient \$ as witness, travelling or other statutory fee
[MILITARY SERVICE] I asked the person spoken to whether the recipient was on active military duty or dependent on someone who was on active duty in the military service of the United States and was informed that he / she was not.

Process Server (NYC License #)

Sworn to before me on the day of , 202__.

Notary Public
FAMILY COURT OF THE STATE OF NEW YORK

COUNTY OF WESTCHESTER

Contract Attachment 2

IN THE MATTER OF:

DOCKET NO.:

F/U NO.:

AFFIDAVIT OF ATTEMPTED PERSONAL SERVICE

STATE OF)
COUNTY OF) SS:

I, being duly sworn, depose and say:
I am not a party herein. I am over 18 years of age. I reside in the State of New York.
I made diligent efforts to effectuate personal service of the within
(Exact with caption) upon respondent witness other
hereinafter referred to as the recipient there in named, at

I made the following attempts to effectuate personal service on said recipient.
Day and Date Time Address, (if different than stated above)
(1)
(2)
(3)

I was unable, with due diligence to find the recipient or a person of suitable age and discretion thereat to effectuate service of process. Hence, I affixed a copy of each document checked off above on to the door of said premises at

I did not make more than one attempt to effectuate personal service at said address/addresses because:
(a) Recipient has never resided no longer resides at said address/addresses (check appropriate box)
(b) Recipient has never been employed no longer is employed at said address/addresses (check appropriate box)
(c) Recipient moved, left no forwarding unable to serve in timely fashion no other occupant/tenants over 18 years of age
(d) Said address is a non-existent address vacant land vacant building other (check appropriate box)

Explain sources of information:

1. Name and address
spoke to neighbor spoke to superintendent knocked on neighbor's door, no response rang door bell, no response
unable to locate superintendent Other

[DESCRIPTION]
SEX SKIN COLOR HAIR: YEARS OF AGE HEIGHT: WEIGHT
Male White Black White 14-20 Under 5' Under 100lbs
Female Black Brown Balding 21-35 5'1"-5'3" 101-130lbs
Yellow Blonde Mustache 36-50 5'4"-5'8" 131-160lbs
Brown Grey Beard 51-65 5'9"-6' 161-200lbs
Red Red Glasses Over 65 Over 6' Over 200lbs

2. Name and address
spoke to neighbor spoke to superintendent knocked on neighbor's door, no response rang door bell, no response
unable to locate superintendent Other

[DESCRIPTION]
SEX SKIN COLOR HAIR: YEARS OF AGE HEIGHT: WEIGHT
Male White Black White 14-20 Under 5' Under 100lbs
Female Black Brown Balding 21-35 5'1"-5'3" 101-130lbs
Yellow Blonde Mustache 36-50 5'4"-5'8" 131-160lbs
Brown Grey Beard 51-65 5'9"-6' 161-200lbs
Red Red Glasses Over 65 Over 6' Over 200lbs

Process Server (NYC License #)

Sworn to before me on the day of ,20

TO BE COMPLETED AND SUBMITTED WITH BID

SCHEDULE "B"

Bid Sheet

Page 1

Please submit two (2) sets of fees for service of process in: 1) Paternity and child support matters only on Bid Sheet page 2; and 2) all other Family Court Proceedings, including abuse, neglect, guardianship, juvenile delinquency and family offense proceedings, on Bid Sheet page 3. The bidder acknowledges, without qualification, that the bidder will effectuate service of process in the manner prescribed by law and as set forth in the Agreement at the prices presented below.

Bids will be calculated by taking the estimated yearly number of services and multiplying this figure by the price per service to obtain a total yearly price for process service. **There is no guarantee, however, as to the yearly number of services, the figures provided by the County are only an estimate and the actual numbers may either be higher or lower.** Also included within the calculation is the appearance fee to appear in court. The number of said court appearances is an estimate and may vary. The County shall award contract(s), if at all, to either the lowest responsible bidder submitting the lowest total dollar value for the estimated yearly number of services or in the alternative, the County reserves the right to award separate contracts to the lowest responsible bidder(s) submitting the lowest subtotal dollar value on Schedule "B" Bid Sheet, page 2 and Bid Sheet, page 3, or to the lowest responsible bidder submitting the lowest total dollar value in each individual zone, when the County deems it in its best interest to do so. The prices quoted by the bidder herein shall constitute the rates paid by the County for the services which are the subject of this bid, regardless of other sundry and additional service charges which the bidder may from time to time charge or the method of delivery of such papers. The County reserves the right to reject any bidder providing unbalanced prices.

Nothing contained herein shall be construed to limit the right of the County to utilize other process servers to provide these services, it being the intent of the County to award a non-exclusive contract.

Please be sure to review the sliding scale payment schedule on Page 4 of this Schedule "B" and consider the approximate number of serves completed last year for each category in calculating your bid.

TO BE COMPLETED AND SUBMITTED WITH BID

SCHEDULE "B"

Bid Sheet

Page 2

**FOR PUBLIC ASSISTANCE AND NON-PUBLIC ASSISTANCE PATERNITY AND CHILD
SUPPORT MATTERS ONLY**

<u>RATES:</u>	<u>ESTIMATED # OF SERVICES PER YEAR</u>	<u>TOTAL</u>
<u>Regular Service</u>		
<u>Zone 1</u>		
Westchester, Bronx, and Rockland Counties		
\$ _____ X	<u>1500</u>	= \$ _____
<u>Zone 2</u>		
New York City (All boroughs except Bronx)		
\$ _____ X	<u>150</u>	= \$ _____
<u>Zone 3</u>		
Nassau and Suffolk Counties		
\$ _____ X	<u>25</u>	= \$ _____
<u>Zone 4</u>		
Putnam, Dutchess and Orange Counties		
\$ _____ X	<u>30</u>	= \$ _____
<u>Zone 5</u>		
NYS out of area		
\$ _____ X	<u>4</u>	= \$ _____
<u>Zone 6</u>		
Out of State		
\$ _____ X	<u>2</u>	= \$ _____
<u>Appearance Fee</u>		
Charge per hour for a process server to appear in court for a hearing.		
\$ _____ X	<u>3</u>	= \$ _____
SUBTOTAL:		\$ _____

TO BE COMPLETED AND SUBMITTED WITH BID

SCHEDULE "B"

Bid Sheet

Page 4

The County will pay the successful bidder for the following types of services (as defined in the contract specifications) at the following rates:

Attempted Service	35% of applicable zone rate
Substituted Service	25% of applicable zone rate
Expedited Service	120% of applicable zone rate (as applied to the type of service that is made).
Non-existent Address	20% of applicable zone rate

Please note that for the most recent year available, the breakdown for the approximate percentage of serves completed is listed below;

Completed Service (including substituted service) for all non-support matters

62%

Completed Service for all support matters

37%

A duplicate fee shall not be charged for simultaneous service of numerous documents at the same place or upon the same person.

Signed: _____

Name & Title: _____

Company Name: _____

Date: _____

TO BE COMPLETED AND SUBMITTED WITH BID

SCHEDULE "C"
NON-COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the General Municipal Law of the State of New York as amended by the Laws of 1966.

“(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder have or to any competitor; and
3. A bid shall not be considered for award nor shall any award be made where (a) (1) and (2) above, have not been complied with; provided, however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) and (2), above, have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.”

Dated _____, 20____

*Legal Name of Person, Firm
or Corporation*

(Seal of Corporation)

*Business Address of Person,
Firm or Corporation*

By: _____

Signature

Title

TO BE COMPLETED AND SUBMITTED WITH BID

SCHEDULE "D"

**ACKNOWLEDGMENT OF CONFIDENTIALITY OF
CHILD SUPPORT INFORMATION, INCLUDING
INTERNAL REVENUE SERVICE RETURN INFORMATION**

I, _____, hereby acknowledge that:

I. Child Support Information

1. I acknowledge that, through attendance at a training program provided or approved by the Office of Temporary and Disability Assistance, I have been advised of the laws, regulations, policies, and rules governing use and disclosure of child support information, including federal information (as defined below) and agree to follow the same.

2. I will not access child support information on any system maintained by New York State for any purpose other than those permitted by law, including:

- Actions necessary to establish paternity, establish, modify or enforce orders of child support or combined orders of child and spousal support.
- The administration of the child support program, including data and systems management.
- Verifying child support or combined child and spousal support payments to persons in Medicaid ("MA"), Temporary Aid to Needy Families ("TANF") or Supplemental Nutrition Assistance Program ("SNAP") households as part of an eligibility determination or recertification;
- Obtaining information about child support orders and combined orders of child and spousal support for the purpose of administering the MA, TANF or SNAP program.
- Investigation of fraud in the MA, TANF, or SNAP program.

3. I will not access any cases, accounts, files or screens except those necessary to perform my duties.

4. I understand that all child support information I have access to, whether in paper, electronic, or other format is confidential and may not be used or disclosed for any other purpose, or be released to any party, without prior written consent of the OTDA Division of Child Support Services or (if employed by a social services district) the Coordinator of the child support unit of the social services district where I am employed, or the designee of either.

5. I understand that any access, use, or disclosure for any unauthorized purpose without prior written consent as set forth in paragraph 4 shall constitute a breach of confidentiality and may result in disciplinary proceeding, criminal charges, and/or civil liability.

NOTICE: Pursuant to Social Services Law 111-v, any person who willfully discloses or permits disclosure or release of confidential information obtained hereunder shall be guilty of a class A misdemeanor and shall be liable to any person who incurs damages due to said disclosure in a civil action.

II. Federal Information

1. For the purposes of this Acknowledgment, “federal information” shall mean all information obtained through the Federal Parent Locator System (“FPLS”), including National Directory of New Hires (“NDNH”), and the Federal Case Registry (“FCR”). The FPLS is an automated national information system which locates employment, income, asset and home address information on parents in child support cases. The NDNH contains new hire (W-4), quarterly wage (“QW”) and unemployment insurance (“UI”) information on employees in both the public and private sector. The FCR collects and maintains records provided by state child support agency registries, which include abstracts of support orders and information from child support cases. This information must be safeguarded as required by state and federal rules whether in transmission or at rest, and in both electronic and paper form. Federal information must be protected from improper disclosure in accordance with state and federal rules regardless of where it is stored or displayed, including the Automated State Support Enforcement and Tracking System (“ASSETS”), the Child Support Management System (“CSMS”), and Computer Output to Laser Disk (“COLD”), or a local system. Federal information that has been independently verified is no longer federal information, but remains child support information subject to Section I, above.

2. I will not access federal information for any purpose other than those permitted by law, including:

- Actions necessary to establish paternity, establish, modify or enforce order of child support or combined orders of child and spousal support.
- The administration of the child support program.
- Information obtained from the NDNH or FCR may be disclosed to agencies administering plans or programs under titles IV-A, IV-B, IV-D and IV-E of the federal Social Security Act for the purpose of assisting that program to carry out its responsibilities of administering title IV-A, IV-B, IV-D and IV-E programs.
- Certain location and employment information from the FPLS may be disclosed to locate an individual for the purposes of establishing parentage or relative foster care under titles IV-B or IV-E of the federal social security act.

3. I acknowledge that paragraphs three through five in Section I, above, apply to use, disclosure and safeguarding of federal information.

III. Federal Tax Return Information

I have read the quoted provisions of Section 6103, 7213, 7213A and 7431 of the Internal Revenue Code which are printed on this acknowledgment and I understand that Section 6103 of the Internal Revenue Code imposes strict confidentiality requirements on child support enforcement personnel who have or have had access to federal tax returns or return information and that Sections 7213,

7213A and 7431 of the Internal Revenue Code impose criminal and civil penalties for unauthorized inspection or disclosure of any tax return or return information. I further understand that:

1. All tax returns and return information which the Internal Revenue Service discloses to state and local child support enforcement agencies are confidential under the terms of Section 6103(a) of the Internal Revenue Code, and may not be disclosed by any officer or employee of any state or local child support enforcement agency or other person except as authorized by Internal Revenue Code;

2. All tax returns or return information which the Internal Revenue Service discloses to state and local child support enforcement agencies may be used only for purposes of and to the extent necessary in establishing and collecting child support obligations from, and locating, individuals owing such obligations;

3. Willful unauthorized inspection or disclosure of a tax return or return information by an officer or employee of a state or local child support enforcement agency or other employees is unlawful under the terms of Section 7213 and 7213A of the Internal Revenue Code and punishable as a felony by a fine in any amount not exceeding \$5,000 or imprisonment of not more than five (5) years, or both, together with the costs of prosecution. Willful unauthorized inspection of a tax return or return information is punishable by a fine of up to \$1,000 and/or imprisonment of up to one year, together with the costs of prosecution;

4. Under the terms of Section 7431 of the Internal Revenue Code, a taxpayer may bring a civil lawsuit to recover actual and punitive damages from an officer or employee of a state or local child support enforcement agency or other person who has disclosed, whether knowingly or by reason of negligence, such taxpayer's tax return or return information in violation of the provisions of Section 6103 of the Internal Revenue Code; and

5. The civil and criminal penalties apply even if the unauthorized disclosures were made after employment has ceased with the child support agency, agents or contractors. Additionally, I acknowledge and understand that violation of these requirements of confidentiality could result in disciplinary action including termination of employment.

DATE: _____

SIGNED: _____

NAME: _____

TO BE COMPLETED AND SUBMITTED WITH BID

SCHEDULE "E"

AFFIRMATIVE ACTION PROGRAM REQUIREMENT

Affirmative Action Program

An approved Affirmative Action Plan shall be required in all contracts competitively bid in accordance with §103 of the General Municipal Law of the State of New York where the actual contract or subcontract amount, as awarded, exceeds \$50,000.00.

Regardless of the foregoing, an approved Affirmative Action Program is suggested, not required, of a contractor or subcontractor where the total number of persons employed by such contractor or subcontractor is fourteen (14) or fewer.

Does your firm participate in an approved Affirmative Action Program? _____

If Yes, give name of Program: _____

If No, how many employees will your firm use for this contract: _____

An approved Affirmative Action Program means a plan approved or adopted by Westchester County including but not limited to, the Home-Town Plan, the Recruitment Training Program or any other program approved or meeting the requirements of the state or federal government.

TO BE COMPLETED AND SUBMITTED WITH BID

SCHEDULE “F”

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR**

As part of the County’s program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A “business enterprise owned and controlled by women or persons of color” means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.

- 2.) is a business enterprise certified as a minority business enterprise (“MBE”) or women business enterprise (“WBE”) pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**

- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term “persons of color,” as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered “yes” based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered “Yes” above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

TO BE COMPLETED AND SUBMITTED WITH BID

SCHEDULE "G"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County contractor must complete this form as part of the proposed County contract.

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

Name: _____
Title: _____
Date: _____

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

TO BE COMPLETED AND SUBMITTED WITH BID

SCHEDULE "H"

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY
SERVICE-DISABLED VETERANS**

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 3 of the New York State Veterans' Service Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is a certified service-disabled veteran-owned business enterprise under Article 3 of the New York State Veterans' Service Law.

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

_____ No
_____ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

_____ No
_____ Yes

3. If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.

Name of Firm/Business Enterprise: _____
Address: _____
Name/Title of Person completing Questionnaire: _____
Signature: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

Notary Public
Date:

SCHEDULE "I"

COUNTY GOVERNMENT HOLIDAY SCHEDULE – YEAR 2026

<u>HOLIDAY OBSERVED</u>	<u>DATE</u>	<u>DAY OBSERVED</u>
New Year's Day	Thursday, January 1	Thursday, January 1
Martin Luther King Jr.'s Birthday	Monday, January 19	Monday, January 19
Presidents' Day	Monday, February 16	Monday, February 16
Memorial Day	Monday, May 25	Monday, May 25
Juneteenth	Friday, June 19	Friday, June 19
Independence Day	Saturday, July 4	Friday, July 3
Labor Day	Monday, September 7	Monday, September 7
Columbus Day	Monday, October 12	Monday, October 12
Election Day	Tuesday, November 3	Tuesday, November 3
Veterans' Day	Wednesday, November 11	Wednesday, November 11
Thanksgiving Day	Thursday, November 26	Thursday, November 26
Thanksgiving Friday	Friday, November 27	Friday, November 27
Christmas Day	Friday, December 25	Friday, December 25

SCHEDULE "J"

SAMPLE CONTRACT

NOT to be completed at time of Bid submission
CONTRACT NO. LAW1361-Rev

THIS AGREEMENT, made _____, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601(hereinafter referred to as the "County")

and

_____, a
_____, having an office and place of business at
_____ (hereinafter referred to as the
"Contractor").

WHEREAS, the County of Westchester ("County"), acting by and through its Department of Law ("County Attorney's Office" or "County Attorney"), desires to obtain service of process services in certain Surrogate Court and Supreme Court Proceedings and all Westchester County Family Court Proceedings, including paternity and child support matters (public assistance cases and non-public assistance cases) abuse, neglect, guardianship, termination of parental rights, juvenile delinquency and family offense proceedings, and has advertised for bids by companies willing to provide such services; and

WHEREAS, the County issued a Request for Bids on _____, 2026, entitled "Service of Process in All Family Court Proceedings", seeking bid proposals for the aforementioned services; and

WHEREAS, the Contractor, having submitted a bid proposal under cover of letter dated _____, 2026, desires to provide such services for the compensation and on the terms herein provided, and was the lowest responsible bidder for this contract.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Contractor shall furnish service of process services in certain Surrogate and Supreme Court Proceedings and all Family Court Proceedings as requested by the County Attorney's Office and the Office of Child Support Services ("OCSS"), including public assistance and non-public assistance child support and paternity matters, abuse, neglect, guardianship, termination of parental rights, juvenile delinquency and family offense proceedings, in compliance with the terms and conditions set forth and more fully described in the "Bid Document, Westchester County Department of Law For Service Of Process In All Family Court Proceedings" and the Contractor's Proposal, which are attached hereto as Schedule "A" and made a part hereof (collectively, the "Bid Document"). The Contractor shall also appear and testify for court hearings as required by the Family Court, Surrogate Court, Supreme Court, the Westchester County Attorney's Office, or OCSS.

All services rendered and work performed by the Contractor shall be under the direction and subject to the complete approval of the County Attorney and OCSS.

SECOND: For the services rendered pursuant to Paragraph "FIRST," the Contractor shall be paid a fee per service of process as provided in Schedule "B," which is attached hereto and made a part hereof. The total cost to the County under this Agreement shall not exceed the amount of _____ (\$_____) DOLLARS, for the term of this Agreement. No exclusive rights are, or are intended to be granted under this Agreement, nor has any guarantee, promise or representation of any minimum amount of work been given or to be inferred from this Agreement. Contractor hereby waives any and all claims to lost or anticipated profits based on the County's failure to utilize its services to the full amount authorized to be expended under this Agreement.

Requests for payment for services rendered shall be submitted by the Contractor to the County and OCSS on a bi-weekly basis, and on properly executed and typewritten payment vouchers of the County, and paid only after approval by the County Attorney and OCSS or his/her authorized designees. All payment vouchers must be accompanied by a numbered invoice and must be:

1. Consecutively numbered (Separate consecutive numbers must be provided for each office; the County Attorney's Office and the Office of Child Support Services).
2. Each claim form must exclusively relate to one court (WP/YN/NR) and one return date.
3. Subtotals must be included at the bottom of each page of the claim form.
4. Each item must indicate case name, docket #, document served, price and the zone and type of service (Expedited etc.).
5. Copies of affidavits are to be attached in the same order in which items of service are billed. (If affidavit not attached, payment will not be made.)

Payment vouchers shall be submitted by the Contractor to the County in a form approved by the County. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. All payment vouchers must contain the Contract Number LAW1361-Rev. In no event shall *final* payment be made to the Contractor prior to completion of all professional services, the submission of reports and the approval of same by the County Attorney and OCSS.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Contractor for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Prior to the making of any payments hereunder, the County and OCSS may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. The Contractor shall maintain copies of all affidavits submitted to the County and OCSS and provide copies when requested. The County and OCSS will not withhold payment pursuant to this paragraph for more than sixty (60) days after payment would otherwise be due pursuant to the provisions of this paragraph "SECOND," but the County and OCSS shall not be restricted from withholding payment for cause. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

THIRD: The term of this Agreement shall commence on **August 1, 2026** and shall terminate **July 31, 2031**, unless sooner terminated as herein provided.

FOURTH: The Contractor shall issue progress reports to the County and OCSS as the County Attorney and OCSS may direct, and shall immediately inform the County Attorney and OCSS, in writing, of any cause for delay in the performance of its obligations under this Agreement. The County shall supervise and monitor the services performed by the Contractor and review the progress reports submitted by the Contractor in order to, among other things, determine the quality and quantity of the services provided, the accuracy, thoroughness of such services and/or Contractor's progress reports, whether or not the time limit requirements regarding service were exceeded and whether or not the Contractor is otherwise performing the services in accordance with all applicable laws and industry practices.

FIFTH: The County, upon ten (10) days' notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B." Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the County Attorney, and the Contractor shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the services rendered by the Contractor prior to the date of termination, it is understood and agreed that the County Attorney and OCSS shall determine the value of such services rendered by the Contractor. Such reasonable and good faith determination shall be accepted by the Contractor as final.

In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach either, (i) remains uncured for forty-eight (48) hours after service on the Contractor of written notice thereof, or (ii) is not capable of being cured, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Notice shall be effective

on the date of receipt. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by Contractor of any particular duty or obligation under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

Time is of the essence in all aspects of this Agreement. The Contractor shall strictly adhere to all terms and conditions of the Agreement including, but not limited to, all time limit requirements regarding service. The County shall be under no obligation of payment for services not rendered in a timely fashion.

SIXTH: The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Work without the written consent of the County Attorney or his duly authorized designee. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without such prior written consent is void. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Work performed by any subcontractor hereunder shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Contractor.

SEVENTH: The Contractor represents that it has no interest and agrees that it will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Contractor further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it.

EIGHTH: The Contractor shall obey, perform and comply, at its own expense, with the provisions of all federal, state and local laws, orders or ordinances, rules, regulations and requirements of every kind and nature, which now exist or are hereinafter enacted or promulgated ("Laws") applicable to this Agreement or work to be performed under this Agreement, including,

but not limited to, Title IV-D of the Social Security Act. Without limiting the generality of the foregoing, the Contractor further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor and all Laws and licensing requirements pertaining to its professional status and that of its employees, partners, associates, approved subcontractors and others employed to render the services hereunder.

It is the intent and understanding of the County and Contractor that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Contractor understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Contractor hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

In addition to the foregoing, the Contractor agrees to comply with the additional terms regarding Child Support Services required by the New York State Office of Temporary and Disability Assistance, as set forth in Schedule "C" attached hereto and made a part hereof.

NINTH: The Contractor expressly agrees:

(a) that in the hiring of employees for the performance of work under this Agreement or any approved subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, age, genetic predisposition or carrier status, physical disability or national origin discriminate against any individual who is qualified and available to perform the work to which the employment relates; and

(b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin; and

(c) that there may be deducted from the amount payable to the Contractor by the County under this Agreement a penalty of Fifty (\$50.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement; and

(d) that this Agreement may be canceled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section of the Agreement.

(e) The aforesaid provisions of this section covering every contract for or on behalf of the County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

(f) The Contractor acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

TENTH: In addition to, and not in limitation of the insurance requirements contained in Schedule “D” entitled “Standard Insurance Provisions”, which is attached hereto and made a part hereof, the Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Contractor or third parties under the direction or control of the Contractor; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expense related thereto; and

(c) in the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

ELEVENTH: The Contractor and the County agree that the Contractor and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

TWELFTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

THIRTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Contractor: _____

FOURTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

FIFTEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

SIXTEENTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for

this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate.

SEVENTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

EIGHTEENTH: The Contractor recognizes that this Agreement does not grant the Contractor the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other contractors on an "as needed" basis.

NINETEENTH: The Contractor hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

TWENTIETH: CRIMINAL DISCLOSURE REQUIREMENTS: The Contractor agrees to complete the Criminal Background Disclosure Forms as required by Executive Order No. 1-2008 and attached hereto as Schedule “E” of this contract form.

TWENTY-FIRST: VENDOR DIRECT PAYMENT: All payments made by the County to the Contractor will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct program. Successful Contractors doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule “F.” Payments will be automatically credited to the Contractor’s designated bank account at the Contractor’s financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Contractor to the Department of Finance prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any successful Contractor that fails to return the completed authorization form(s) prior to execution of the contract may be considered non-responsive and the contract may be rejected.

TWENTY-SECOND: This Agreement shall not be enforceable until signed by all parties and approved by Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the County of Westchester and the Contractor have executed this Agreement consisting of twenty-two paragraphs and its attachments in triplicate.

THE COUNTY OF WESTCHESTER

By: _____
John M. Nonna
County Attorney

CONTRACTOR:

By: _____
Name:
Title:

Authorized by the Board of Acquisition and Contract of the County of Westchester on the _____ day of _____, 2026.

Approved:

Assistant County Attorney
The County of Westchester

CONTRACTOR ACKNOWLEDGMENT
(Corporation)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2026, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides _____ at _____ and that he/she is _____ of said corporation and that he/she signed his/her name thereto by like order.

Notary Public

CERTIFICATE OF AUTHORITY

I, _____, certify that I
am the _____,
(Officer other than officer signing contract)

_____ of the _____
(Title) (the "Contractor")

a corporation duly organized and in good standing under the _____, named
in the foregoing agreement;

(Law under which organized, e.g., the
New York Business Corporate Law)
that _____, who signed said agreement on behalf of the
(Person executing agreement)

Contractor was, at the time of execution of the Agreement the _____
(Title of such person)

of the Contractor and that said agreement was duly signed for and on behalf of said Contractor by authority of
its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date
hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2026, before me personally came
_____, whose signature appears above, to me known, and known
to me to be the _____ of _____
(Title)

_____, the Contractor described in and which executed the above
certificate, who being by me duly sworn did depose and say that he/she, the said
_____ of said Contractor resides at _____
_____, and that he/she signed his/her name hereto by
order of the Board of Directors of said Contractor.

Notary Public County

AGREEMENT' SCHEDULES TO BE ATTACHED

1. Schedule "A" – Bid Document and Proposal - **TO BE ATTACHED**
2. Schedule "B" – Bid Pricing Sheet(s) - **TO BE ATTACHED**
3. Schedule "C" – Terms Applicable for Child Support Services
4. Schedule "D" – Insurance Provisions
5. Schedule "E" – Criminal Disclosure Requirements
6. Schedule "F" – Vendor Direct Payment Form

CONTRACT SCHEDULE "A"
BID DOCUMENT AND PROPOSAL

TO BE ATTACHED

CONTRACT SCHEDULE "B"

BID PRICING SHEET(S)

TO BE ATTACHED

CONTRACT SCHEDULE “C”

TERMS APPLICABLE TO CHILD SUPPORT SERVICES

The County of Westchester (the “County” or “Child Support Agency”) and _____ (the “Contractor” or “Service Provider”), as parties to the Agreement agree to be bound by the following terms which are hereby made a part of the Agreement. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Rider, the terms of this Rider shall control. The Service Provider shall include these terms in all agreements and subcontracts.

I. Confidentiality

A. Confidentiality of Child Support Information

The Service Provider, its officers, agents, employees, and subcontractors, shall treat all child support confidential information and data, as defined in 45 CFR 303.21 (a), as confidential information and data as required by the laws of the State of New York and of the United States and any regulations, policies or guidelines promulgated thereunder. The Service Provider shall put particular emphasis on protecting personal information relating to parties, noncustodial and custodial parents and children.

Child support information and data may include “Federal Information.” Federal Information includes all information obtained through the Federal Parent Locator System (FPLS), including the National Directory of New Hires (NDNH), and the Federal Case Registry (FCR) unless independently verified by another source. Federal information is subject to additional safeguarding requirements.

Child support information and data may include Federal Tax Information (FTI). FTI is any federal tax return or return information received from the IRS or secondary source, such as SSA, Federal Office of Child Support Enforcement or Bureau of Fiscal Service. FTI includes any information created by the recipient that is derived from return or return information.

All child support information and data obtained in the performance of the Agreement shall be used or disclosed only for the intended purposes as permitted by law and this Agreement. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable federal and State laws and regulations, including 42 USCA 653, 653A, 654(26), 654A(d), 663, 666(a), 666(c)(2), 669a(b); 26 USCA 6103(L)(6), (8); 45 CFR 302.35, 303.21, 307.13; SSL 111-v; 111-m; 18 NYCRR 347.19. At no time shall any child support information and data be exposed, copied, disclosed or retained by the Service Provider for any purpose other than performing the services and duties as outlined under this Agreement.

Child support information and data, whether in electronic, documentary, or other format shall not be disclosed by the Service Provider, its officers, agents, employees, or subcontractors, without the prior written approval of the Child Support Agency or as required to perform the services under this Agreement pursuant to a process or procedure approved by the Child Support Agency. The use of child support information and data obtained by the Service Provider in the performance of its duties under the Agreement shall be limited to purposes directly connected with such duties. No copies of child support information and data, whether paper, disc, computer or other electronic format, will be made or retained without the Child Support Agency’s consent.

The Service Provider shall inform the Child Support Agency in writing of any demand (e.g., court order, subpoena, litigation holds, Freedom of Information, or discovery demands in litigation,

etc.) which seeks disclosure of child support information and data. The Service Provider shall notify the Child Support Agency in writing upon receipt of such demand and prior to any disclosure in order to give the Child Support Agency the maximum time period in which to exercise the opportunity to oppose any such disclosure. Every contract with an agent or subcontractor shall provide that such notice be given to both the Service Provider and Child Support Agency in the event of a demand for disclosure of child support information and data. Any notice by an agent or subcontractor will not substitute for the obligation of the Service Provider to notify the Child Support Agency. Child support information and data shall not be disclosed without written approval by the Child Support Agency.

The Service Provider agrees that child support information and data processed during the performance of the Agreement will be completely purged from all data storage components of the Service Provider's computer facility and equipment and no output will be retained by the Service Provider at the time the work is completed. The Service Provider shall certify in writing that these actions have been completed within 30 days of the termination or expiration of this Agreement or within 7 days of the request of an agent, employee, or officer of Child Support Agency, whichever comes first. At a minimum, destruction of information and data activities are to be performed in accord with the standards set by the Enterprise Information Security Office of the State of New York. The parties may agree to a different schedule in writing.

The Service Provider will be responsible for the destruction of any intermediate hard copy printouts and will provide the Child Support Agency with a statement containing the date of the destruction, description of material destroyed, and the method used. The Service Provider shall return or destroy all child support information and data that has been received from the Child Support Agency when the purpose that necessitated its receipt has been completed. In addition, the Service Provider shall not retain any confidential information which federal or State statute or regulation prohibit from disclosure after termination of the Agreement.

B. Physical Security

The Service Provider must ensure that all child support information and data related to this Agreement is stored in a controlled access environment to ensure data and information security and integrity. All access to child support information and data, physical or virtual, must be conducted within the United States and have adequate security systems in place to protect against the unauthorized access to the facilities and information and data stored therein. The Service Provider agrees to develop, implement and update a Physical and Systems Security Plan (the Plan) to ensure that all appropriate and necessary measures are taken to prevent unauthorized access to the designated processing sites and that such sites are appropriately restricted and/or monitored for the safety and confidentiality of the child support information and data. The Plan shall be provided to the Child Support Agency thirty (30) day prior to the commencement of services under this Agreement for review and approval.

Service Provider shall provide its services to the Child Support Agency solely from data centers in the United States. Storage of child support information and data at rest shall be located solely in data centers in the United States. The Service Provider will provide the Child Support Agency a list of the physical locations where the data is stored at any given time and will update that list if the physical location changes. The Service Provider shall not store, maintain or process child support information and data on portable storage media, including, but not limited to, personal computers, thumb drives or hard drives, unless prior approval from the Child Support Agency is obtained and all child support information and data is encrypted in conformity with this Agreement.

Adequate security systems must be in place to control access into the facilities. Access into and within the facilities must be restricted through an access control system that requires positive identification of authorized individuals as well as a log of all individuals admitted or given access to the physical storage location of child support information and data (e.g., name of individual, employer, date, time). The Service Provider shall have a formal procedure in place for granting computer system access to the child support information and data and to track access. Access for services or activities outside of those approved by the Child Support Agency is prohibited.

The Service Provider shall use only those means to transport data approved by the Child Support Agency. Deliveries must be made either via hand delivery by an employee of the Service Provider or by restricted delivery via courier (e.g., FedEx, United Parcel Service, United States Postal Service) with shipment tracking and receipt confirmation. This applies to transport between the Service Provider's offices, to and from any subcontractor, and to the Child Support Agency.

In general, the Service Provider must ensure that child support information and data is secure within the work environment. Information and data elements shall not be displayed or accessible to non-authorized users on computer screens or in printed document. Additional protections may be required for safeguarding Federal Information.

C. Systems Security

The Service Provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, use, disclosure or theft of child support information and data. These security measures shall be in accordance with federal and State law, policy, guidelines and regulations.

The Service Provider agrees to develop, implement and update a Physical and Systems Security Plan (the Plan) that will include appropriate means to preserve and safeguard information and data related to this Agreement. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of data, and data encryption for data at rest and in transit. The Service Provider shall encrypt data using encryption methods approved by the Child Support Agency. Unless otherwise stipulated, the Service Provider is responsible for encryption of the child support information and data. The use of proprietary algorithms is not allowed for any encryption purposes

The Plan shall include all components/modules of the Service Provider's system that are necessary for the Child Support Agency to track and monitor access to child support information and data. Systems and supporting systems must be operational at all times. The Service Provider's system shall meet or exceed the applicable state and federal systems requirements. Any information regarding the Service Provider's system not so covered by the preceding provisions of law must be kept confidential as if it were so covered.

The Child Support Agency reserves the right to inspect the Service Provider's systems and procedures to ascertain that the Service Provider is adhering to the requirements of this Agreement, the approved Plan and the applicable provisions of the law. The Child Support Agency or the New York State Office of Temporary and Disability Assistance (OTDA) or its designee may perform these inspections without affording the Service Provider prior notice. Where Federal Information or Federal Tax Information is included in the child support information or data, audits may be performed by authorized federal agencies or their designees.

Where an audit reveals noncompliance with the Agreement requirements or the Plan unacceptable to the Child Support Agency or other auditing entity, the Service Provider shall

immediately address and solely bear the cost of any mitigation measures. All remediation shall occur as mandated by the Child Support Agency in the timeframe acceptable to the Child Support Agency.

D. Reporting Incidents and Breaches.

“Security Incident” means the any allegation or suspicion held by or brought to the attention of the Service Provider involving any person or entity’s inappropriate or unauthorized access to or disclosure from any application, system, network and/or database containing child support information and data and which allegation or suspicion the Service Provider deems to be credible.

“Data Breach” means the exposure or unauthorized access to the Child Support Agency or Service Provider’s systems, applications and/or unencrypted data by a non-authorized person.

Incidents involving the unauthorized access or disclosure of the child support information and data in any applications, systems, networks and/or databases generally must be reported immediately to the Child Support Agency, but in no event more than one (1) business day following the Service Provider’s becoming aware of the allegation or suspicion of a Security Incident. If the Security Incident may involve unauthorized access to Federal Information, the Service Provider must report the incident within one (1) hour following the Service Provider’s becoming aware of the allegation or suspicion of the Security Incident. The Service Provider must provide notification to the Child Support Agency by e-mail at _____. The Service Provider shall not delay notification while it investigates or remedies the situation.

The Service Provider must cooperate with activities necessary for the Child Support Agency to determine the need for notification and/or to provide the notification(s) required below to the individuals whose information was or may be affected. Within twenty-four (24) hours of the initial notification by the Service Provider, the Service Provider must report to the Child Support Agency the steps taken or proposed to be taken in response to the instance of unauthorized access. The Service Provider must also notify the Child Support Agency of the steps taken to prevent similar instances in the future as soon as is practicable after the Security Incident is discovered.

The Child Support Agency may determine that a reported Security Incident is a Data Breach. Where that occurs, the Child Support Agency will so inform the Service Provider and require that the Service Provider proceed in accordance with all applicable provisions of this Agreement.

In the event of a Data Breach, the Service Provider shall immediately notify the Child Support Agency of such breach by telephone at _____ and e-mail at _____. At such time, the Service Provider shall provide the Child Support Agency with the name and contact information for an employee of the Service Provider who shall serve as its primary security contact and shall be available to assist the Child Support Agency twenty-four (24) hours a day, seven (7) days per week in resolving the Data Breach.

Immediately following the Service Provider’s notification of a Data Breach to the Child Support Agency, the Service Provider shall 1) investigate and utilize best efforts to determine the cause(s) of and resolve the Data Breach; (2) promptly implement necessary remedial measures, if necessary; (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices; 4) provide information and/or reports within the timeframes as requested by the Child Support Agency regarding the Data Breach; and 5) take any other action as directed by the Child Support Agency.

The Service Provider shall be responsible for promptly notifying individuals whose information or data was compromised by a Security Incident or Data Breach ("Affected Persons"). The Service Provider is to first seek consultation and receive authorization from the Child Support Agency prior to issuing such notifications. The Child Support Agency shall approve the content of and the method by which such notifications are provided (e.g., regular mail, e-mail, and/or website posting).

The Service Provider shall provide credit monitoring services, identity theft consultation and restoration, identity theft insurance, public records monitoring, toll free number and call center, payday loan monitoring, and/or any other services deemed reasonably necessary by the Child Support Agency to Affected Persons for a one year period if requested by the Child Support Agency.

The Service Provider shall bear all costs associated with providing the above relief to Affected Persons. The Child Support Agency may reduce any payment to the Service Provider by an amount attributable to Service Provider's failure to satisfactorily provide such relief.

The Service Provider shall indemnify, hold harmless and defend the Child Support Agency and its officers, agents and employees from and against any and all claims, damages, or other harm including, but not limited to interest, penalties, and reasonable attorney's fees related to any Security Incident or Data Breach which result from the Service Provider's actions or omissions.

E. Miscellaneous

The Service Provider shall be responsible for assuring that any agreement between the Service Provider and any of its officers, agents, employees, or subcontractors contains provisions which strictly comport to this section.

The provisions of this section shall survive termination or expiration of the Agreement.

The Service Provider's failure to materially comply with any of the provisions of this section is a material breach of this Agreement. In such event, The Child Support Agency may terminate the Agreement "for cause" effective immediately upon written notice to the Service Provider without further liability or obligation to Service Provider.

The Service Provider shall require all officers, agents, and employees of the Service Provider or any subcontractors with access to the child support information and data to sign a non-disclosure agreement annually using the attached form. The Service Provider shall maintain these agreements as required in Section II, below, and shall provide them to the Child Support Agency upon request.

The Child Support Agency shall require the Service Provider to provide information about and training in all requirements of and procedures arising from this Agreement to all officers, agents, and employees of the Service Provider or any subcontractors with access to the child support information and data. The training shall be provided by the Child Support Agency, or it may require the Service Provider to develop and/or present the training in a form approved by the Child Support Agency.

The Service Provider shall conduct a background check, including a criminal background check, in a format acceptable to and approved by the Child Support Agency, before granting access to the child support information and data, and it shall not utilize any person to perform any service

under this Agreement, who has been convicted of any crime of dishonesty, including but not limited to criminal fraud or identity theft.

II. Reports and Record Keeping

A. The Service Provider shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under the attached Agreement (hereinafter, collectively, "the Records"). The Records must be kept for no less than six (6) years after final settlement of the Agreement. The Child Support Agency, and any other person or entity authorized by the Child Support Agency to conduct an examination or audit, shall have access to the Records during normal business hours at an office of the Service Provider within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

1. In addition, these records shall be subject at all reasonable times to inspection, review, or audit by the New York State Office of Temporary and Disability Assistance ("OTDA"), and the Federal Office of Child Support Enforcement.

2. Upon request of the Child Support Agency, the Service Provider agrees to collect and report information or data, including fiscal or case result information, on a regular basis and to make statistical reports at times prescribed by and on forms furnished by the Child Support Agency.

3. If an audit by or on behalf of the Child Support Agency, the Federal Office of Child Support Enforcement and/or OTDA has begun but is not completed by the end of the six (6) year period, the records shall be retained until resolution of the audit findings.

B. The Service Provider shall cooperate in developing a system of reports to be made periodically by the Child Support Agency as are or may be necessary to comply with applicable Federal and State requirements. The Service Provider agrees to include these requirements in all agreements and subcontracts.

C. If state or federal reimbursement for any claims under this Agreement is lost because of the performance or failure to perform by the Service Provider under the Agreement, then such loss shall be chargeable to the Service Provider.

III. Approval and Assignment

A. The Agreement shall not take effect until approved by OTDA, and shall be terminated if OTDA withdraws or revokes its approval.

B. The Service Provider shall not assign, transfer, convey or otherwise dispose of the Agreement or the Service Provider's right, title or interest therein, or authority to execute the Agreement to any other person or corporation without written approval of the Child Support Agency (which shall be attached to the original Agreement). No such approval by the Child Support Agency of any assignment, transfer, conveyance or other disposition shall be effective without the approval of OTDA.

IV. Governing Law

A. The Service Provider agrees to comply with the requirements of Title IV-D of the Federal Social Security Act and the implementing Federal and State statutes and regulations, including any new or revised requirements issued by the Federal Department of Health and Human Services, or OTDA.

The Child Support Agency agrees to notify the Service Provider of any directives or policy transmittals affecting the services provided under the Agreement.

B. The Agreement shall be governed by the laws of the State of New York..

V. Miscellaneous Terms

A. The Service Provider shall provide for bonding of any officer, employee, or subcontractor who will have access to or control over child support collections, as required by 18 NYCRR 346.5.

B. The Agreement may be terminated by the Child Support Agency upon 30 days written notice to the Service Provider without cause or when deemed to be in the Child Support Agency's best interest.

C. The Service Provider may be terminated by the Child Support Agency immediately for cause or if Federal or State reimbursement is terminated or not allowed.

D. In the event the Agreement is terminated, suspended, revoked, nullified, or voided, except if for cause, the Child Support Agency agrees to pay for services rendered by the Service Provider under this Agreement which have been completed prior to the effective date of such termination, suspension, revocation, nullification, or voiding. The Child Support Agency may, at its discretion, process other necessary and proper costs, which the service provider could not reasonably avoid, for services begun but not completed prior to termination, suspension, revocation, nullification, or voiding of the Agreement; provided such cost would have otherwise been allowable.

[NO FURTHER TEXT]

CONTRACT SCHEDULE "D"

STANDARD INSURANCE PROVISIONS **(Contractor)**

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Contractor shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/3,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties :

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

CONTRACT SCHEDULE “E”

CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure (“Persons Subject to Disclosure”) include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, subcontractors, Sublessess, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.¹ Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal

¹ For these disclosures, a “crime” or “pending criminal charge” includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

² Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

Contract #: _____
Name of Consultant, Contractor, Lessee, or Licensee: _____

CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to “consultant, contractor, lessee, or licensee” to mean “subconsultant, subcontractor, sublessee, or sublicensee” and check here: _____

I, _____, certify that I am a principal or a
(Name of Person Signing Below)

representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to complete and execute this Criminal Background Disclosure Form and Certification. I certify that I have asked each Person Subject to Disclosure the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**

- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are:

1. _____
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled “REFUSED to Answer - Continued.”)

I certify that the names and titles of Persons Subject to Disclosure who answered “Yes” to **either of the** questions above are:

1. _____
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled “YES Answers - Continued.”)

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has **been convicted of a crime(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who **is subject to a pending criminal charge(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to

vulnerable populations.

- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By my signature below, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

[NO FURTHER TEXT ON THIS PAGE]

CONTRACT SCHEDULE "F"

VENDOR DIRECT PROGRAM - ELECTRONIC FUNDS TRANSFER

The Contractor shall complete the "Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form" as part of the County's 'Vendor Direct' program utilizing Electronic Funds Transfer ("EFT") payments.

The County will deposit payments via EFT two business days after the voucher/invoice is processed. Please note that Saturdays, Sundays, and legal holidays are not considered business days.

Under the Vendor Direct program, the Contractor will receive an e-mail notification one day prior to the day the payment will be credited to its designated account. The e-mail notification will come in the form of a remittance advice with the same information that would appear on a paper check stub, and will contain the date that the funds will be credited to its account.

The Contractor shall contact the County in the same manner for a discrepancy in the amount received via EFT as it would for a discrepancy in the amount received in a paper check.

In the unlikely event that the Contractor did not receive the money in its designated bank account on the date indicated in the e-mail, the Contractor shall contact the County's Finance Department's Accounts Payable Office at 914-995-2788.

The Contractor shall promptly notify the County whenever it changes any information regarding, or closes, the bank account that it enrolled in the Vendor Direct program for EFT payments. The Contractor shall then complete, and provide to the County, a new "Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form". The Contractor shall contact the County's Finance Department's Accounts Payable Office at 914-995-2788 to obtain a new form.

[NO FURTHER TEXT ON THIS PAGE]



Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:
(check one)

- New
- Change

INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

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3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature

Print Name/Title

Date

Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

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10. Account Type:
(check one)

Checking

Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature

Print Name / Title

Date

**(Leave Blank - to be completed by
Westchester County) - Vendor number assigned**

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Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**